

CABINET 7/11/01

MANSFIELD DISTRICT COUNCIL

to

MANSFIELD WOODHOUSE
MILLENNIUM GREEN TRUST

L E A S E

Land on the south side of
Welbeck Road, Mansfield Woodhouse.

**H. M. LAND REGISTRY
LAND REGISTRATION ACTS 1925 - 1988
A LEASE OF PART**

COUNTY AND DISTRICT
OR LONDON BOROUGH : NOTTINGHAMSHIRE, MANSFIELD

TITLE NUMBER :

PROPERTY : Land on the south east side of Welbeck
Road, Mansfield Woodhouse

THIS LEASE is made the 6th day of September 2002

BETWEEN MANSFIELD DISTRICT COUNCIL of Civic Centre Chesterfield
Road South Mansfield Nottinghamshire ("the Landlord") and MANSFIELD
WOODHOUSE MILLENNIUM GREEN TRUST of Burrells Newboundmill
Lane Pleasley Nottinghamshire ("the Tenant") _____

WHEREAS

- A. By a resolution dated 7th November, 2001 the Landlord has determined to demise to the Tenant the Property (as herein defined) for use as a Millennium Green for the benefit of those living or permanently employed within the locality and for the purposes set out in a Declaration of Trust dated 21st October 1998 ("the Declaration of Trust") a copy of which is annexed to this Lease _____
- B. In pursuance of the above purposes the Landlord is entering into this Lease _____

WHEREBY IT IS AGREED as follows:

1. **Definitions and Interpretations**

- 1.1 The expressions "the Landlord" and "the Tenant") include the persons for the time being entitled to the reversion

immediately expectant on the determination of the Term (as hereinafter defined) and the Tenant's successors in title respectively _____

- 1.2 Where the Landlord or the Tenant for the time being is two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally _____
- 1.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa _
- 1.4 References to any right of the Landlord to have access to the Property shall be construed as extending to all persons authorised by the Landlord (including agents professional advisers contractors workmen and others) _____
- 1.5 Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person _____
- 1.6 Any reference to a statute includes a direction or other legal obligation and also any statutory extension or modification amendment or re-enactment of such statute or direction or other legal obligation and any regulations or orders made hereunder and any general reference to "statute" or "statutes" includes any regulations or orders made under such statute or statutes _____

1.7 References in this Lease to any sub-clause or schedule without further designation shall be construed as a reference to the sub-clause or schedule to this Lease so numbered _____

1.8 The Clause paragraph and schedule headings do not form part of this Lease and shall not be taken into account in its construction or interpretation _____

2. Demise

The Landlord demises to the Tenant ALL THAT land shown for the purpose of identification only edged red on the plan ("the Plan") annexed to this Lease ("the Property") to hold to the Tenant for a fixed term of NINETY NINE YEARS (99 YEARS) from and including 6th September 2002 ("the Term") YIELDING AND PAYING the annual rent of one peppercorn (if demanded) on each and every anniversary of the date of this Lease SUBJECT TO the covenants on the part of the Tenant hereinafter contained and the covenants and conditions contained in the documents set out in the Schedule to this Lease _____

3. The Tenant's Covenants

The Tenant Covenants with the Landlord:-

3.1 Outgoings

To pay and to indemnify the landlord against all existing and future rates taxes assessments duties charges impositions and outgoings of any type which are now or during the Term shall be charged assessed or imposed upon the Property or upon the owner or occupier of them _____

3.2 Value Added Tax

To pay and to indemnify the landlord against all Value Added Tax (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment or supply the terms of or in connection with this Lease or any payment made by the Landlord where the Tenant agrees in this Lease to reimburse the Landlord for such payment _____

3.3 Maintenance of the Premises

3.3.1 To keep or procure that the Property is kept in good condition for its permitted use in accordance with the objects set out in Clause 3 of the Declaration of Trust.

3.3.2 Not to deposit or permit to be deposited any waste rubbish or refuse on the Property (save in appropriate receptacles) _____

3.3.3 Not to allow keep or store upon the Property a caravan tent or dwelling _____

3.3.4 Not to erect any buildings or structures on the Property except insofar as is permitted under Clause 4.2 of the Declaration of Trust _____

3.4 User

3.4.1 Not to use the Property for any purpose other than for the furtherance of the objects as set out in Clause 3 of the Declaration of Trust _____

3.4.2 Not to do nor allow to remain upon the Property anything which may be or become or cause a nuisance injury or damage to the Landlord _____

3.4.3 Not to use the Property for any dangerous noxious noisy or offensive trade business manufacture or occupation not for any illegal or immoral act or purpose _____

3.4.4 Not to use the Property as a place for sleeping accommodation or for residential purposes _____

3.5 Tenants Other Covenants

The Tenants covenants with the Landlord as follows:-

3.5.1 Not to use the Property for the provision of access to any adjoining land save as a means of access to a public highway _____

3.5.2 To landscape the Property in accordance with a scheme to be approved in writing by the Landlord as owner of the Property _____

3.5.2 To complete all landscaping works to the satisfaction of the Landlord within twelve months of the commencement of the term hereby granted _____

3.6 Statutory Obligations

At the Tenant's own expense to execute all works and provide all arrangements upon or in respect of the property or the use to which the Property is being put that are required in order to comply with the requirements of any statute (already existing or in the future to be

passed) or requirements of any Government Department Local Authority other public or competent authority or Court of competent jurisdiction or requirements regardless of whether such requirements are imposed on the lessor the lessee or the occupier _____

3.7 Access of the Landlord

To permit the Landlord:

3.7.1 To enter upon the Property at any time without notice for any reasonable purpose and in particular (but without prejudice to the generality of the foregoing) the right to enter onto the Property for the purpose of laying repairing and maintaining any pipes drains cables wires or other service or conducting media on under or over the Property doing as little damage as reasonably possible in the exercise of such right and making good any damage so caused _____

3.7.2 To view the state of the Property

3.8 Alienation

3.8.1 Not to sublet the Property or any part thereof _____

3.8.2 Not to assign the Property or any interest therein without the prior written approval of the landlord and which assignments shall be to new lessees or trustees or other charitable bodies that are found by the Declaration of Trust _____

3.8.3 Not to part with the occupation or control of the Property or any part thereof _____

3.8.4 Without prejudice to the foregoing provisions of this Clause 3.8 within 28 days of any assignment of the Property to produce to the Landlord or the Landlord's Solicitors for registration a certified copy of such deed or document and to pay the Landlord's or the Landlord's Solicitors reasonable charges for the registration of every such document such charges not being less than £30.00 _____

3.9 Planning

Except as provided under Clause 4.2 of the Declaration of Trust not to carry out any development (as such term is defined in Section 55 of the Town and Country Planning Act 1990 (as amended)) _____

3.10 Yield Up

At the expiration of the Term or sooner determination _____

3.10.1 To yield up the Property in accordance with the terms of this Lease _____

3.10.2 To remove all signs erected by the Tenant in upon or near the Property and immediately to make good any damage caused by such removal _____

3.11 Statutory Notices etc

To give particulars to the Landlord of any notice direction order or proposal for the Property made given or issued to the Tenant by any local or public authority within twenty eight days

of receipt and if so required by the Landlord to produce it to the Landlord _____

3.12 Insurance

The Tenant covenants with the Landlord to insure against all usual risks including public liability and to produce on demand to the Landlord a copy of the policy the current schedule and the receipt for payment of the last premium provided that the Tenant shall not be required to produce such documents any more frequently than once in any calendar year PROVIDED ALWAYS that if the Tenant fails to comply with any of its obligations pursuant to this Clause 3.12 to the reasonable satisfaction of the Landlord the Landlord may at any time arrange itself for equivalent or better insurance cover to be entered into and the cost thereof shall be reimbursed upon demand by the Tenant _____

3.13 Indemnity

The Tenant will indemnify the Landlord against any cost claim actions or demands arising from the use of the Property by the Tenant or for any breach of the covenants on the part of the Tenant herein contained or contained in the documents referred to in the schedule hereto _____

4. The Landlord's Covenant

The Landlord covenants with the Tenant to permit the Tenant peaceably and quietly to hold and enjoy the Property without any

interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord or by title paramount _____

5. Provisos

5.1 Exclusion of Warranty

Nothing in this Lease or in any consent granted by the Landlord under this lease shall imply or warrant that the property may lawfully be used for the purposes authorised in this lease (or any purpose subsequently authorised) _____

5.2 Entire Understanding

This Lease embodies the entire understanding of the parties relating to the Property and to all the matters dealt with by any of the provisions of this Lease _____

5.3 Representations

The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation that is expressly set out in this Lease _____

5.4 Licenses etc under hand

All licenses consents approvals and notices required to be given by the Landlord shall be sufficiently given if given under the hand of the Head of Economic Development or other duly authorised officer of the Landlord _____

5.5 Service of Notices

The provision of the Law of Property Act 1925 Section 196 as amended by the Recorded Delivery Service Act 1962 shall apply to the giving and service of all notices and documents under or in connection with this Lease _____

5.6 Interest Payments

Any sum not paid by the Tenant to the Landlord upon the due date for payment shall attract interest at a rate equal to 4% per annum above the base lending rate of Co-operative Bank Plc (or equivalent rate then applicable) with quarterly rests _____

6. The Landlord

6.1 Nothing herein contained or implied shall prejudice or affect the rights powers duties and obligations of the Landlord in the exercise of its functions and the rights powers duties and obligations of the Landlord under all public and private statutes bye-laws orders and regulations may be as fully and effectually exercised in relation to the Property as if the Landlord were not the owner of the freehold interest in the Property and this Lease had not been entered into and any approval or consent given or granted by the Landlord in pursuance of the provisions of this Lease shall not be deemed to be given or granted by the Landlord in any other capacity than as owner of the freehold interest of the Premises _____

6.2 Any approval or consent given or granted by the Landlord in any other capacity than that of owner of the freehold interest in the Property shall not be deemed to be or constitute an

approval or consent by the Landlord as owner of the freehold interest in the Property by reason only of the Tenant having previously made application to the Landlord in any other capacity _____

7. **Stamp Duty**

It is certified that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds sixty thousand pounds _____

8. **Agreement for Lease**

It is hereby certified that there is no Agreement for lease to which this lease _____


IN WITNESS of which the Landlord and the Tenant have executed this instrument as a Deed _____

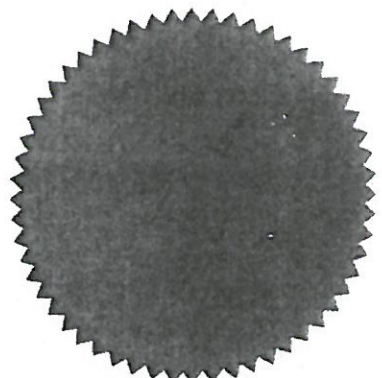
THE SCHEDULE
Documents and Matters Subject to which this Lease is made

Date	Documents	Parties
6 th December, 1948	Conveyance	Welbeck Estates Company Limited (1) The Most Noble William Arthur Henry Duke of Portland K.G. (2) The Urban District Council for the Urban District of Mansfield Woodhouse (3)

THE COMMON SEAL of
MANSFIELD DISTRICT
COUNCIL was hereunto
affixed in the presence of:-)
)
)
)

K. Taib
Vice-Chairman


Solicitor to the Council



1. MODEL TRUST DEED



THIS DECLARATION OF TRUST is made the 21st day of October 1998 by [C.A. BARTON, J. N. T. & A. N. T.] together with the future Trustees or Trustee of this deed are referred to as "the Trustees")

W H E R E A S it is expedient to form a new charity to hold land as a Millennium Green on the trusts declared in this Deed. The first Trustees hold the sum of [] on such trusts and it is contemplated that land and further money or assets will be paid or transferred to the Trustees upon the same trusts

NOW THIS DEED WITNESSES as follows:

1. Definitions

In this Deed:

"Property" means all and any land which is from time to time or has at any time been the subject of Millennium Green Conditions or any replacement for such land

"Locality" means the locality described in Schedule 1

"Inhabitants" means all those living or permanently employed within the Locality

"Commissioners" means the Charity Commissioners for England and Wales

"Objects" means the objects for which the trust fund and its income is to be applied set out in clause 3

"Other Property" means any real or personal property other than the Property

"Millennium Green Conditions" means the conditions provisions and stipulations attached to imposed by and subject to which any offer or award of grant has been made by the Countryside Commission or the Millennium Commission for the creation of the [] Millennium Green

2. Administration

3 February 1998

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The charitable trust constituted by this deed ("the Charity") and its property ("the trust fund") shall be administered and managed by the Trustees under the name of
MILLENNIUM GREEN TRUST

3. Objects

3.1 The Trustees shall hold the trust fund and its income upon trust to apply them to the provision of the Property and shall accordingly hold any Property to provide and maintain an open space to be known as "MILLENNIUM GREEN" for the benefit of the Inhabitants and to be used forever as an area for informal recreation play or other leisure-time occupations a meeting area or place for community events and for any other lawful purpose consistent with these trusts and for the general benefit of the community

3.2 The following provisions of this clause are a Statement of the general aims of the Charity to which the Trustees are (subject to the following) to have regard at all times but no part of or provision in such Statement is to qualify derogate from add to or otherwise affect the Objects set out in clause 3.1 and the furtherance of the Objects (which shall in the event of any conflict prevail over such Statement)

Statement of Aims

The Millennium Green is to :

- make a substantial contribution to the life of the whole community
- be able to be enjoyed by people of all ages and physical abilities
- be open and evident to visitors to the Locality as well as inhabitants
- be an attractive place for people to take air and exercise, meet others and pursue leisure activities and pastimes consistent with shared enjoyment of the whole of the land
- include an area suitable for community events and celebrations
- include significant "natural" areas where people can enjoy Nature and wildlife at first hand
- make a positive contribution to the local environment and respect the established character of the area
- remain safely and conveniently accessible from Inhabitants' homes

4. Powers

4.1 In furtherance of the objects but not otherwise the

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Trustees may exercise any of the following powers:

4.1.1 to raise funds and invite and receive contributions and in so doing (without prejudice to the generality of the foregoing)

4.1.1.1 To accept subscriptions and donations (whether of real or personal estate) and devises and bequests of Other Property

4.1.1.2 To take such steps by personal or written appeals, public meetings or otherwise as may from time to time be deemed expedient, for the dissemination of information or education or for the purpose of procuring contributions to the trust fund in the shape of donations, annual subscriptions or otherwise

4.1.1.3 To apply for or otherwise solicit the award of any grant donation or advance from any foreign national or local body empowered to make the same and to accept and apply the same (if made) subject to any condition attaching thereto provided that any such condition shall not detract from or limit the Objects

Provided that in raising funds the Trustees shall not undertake any substantial permanent trading activity and shall conform to any relevant statutory regulations

4.1.2 to purchase, take on lease, hire or otherwise acquire any interest in the Property and any rights or privileges appurtenant thereto and to construct thereon only such buildings equipment structures and facilities as ensure compliance with clause 4.2

4.1.3 to maintain and manage or arrange for the maintenance and management of the Property provide, endow, furnish and fit out the Property as the Trustees may from time to time consider appropriate with plants, trees, shrubs and other equipment

4.1.4 to take such steps as the Trustees may from time to time consider appropriate to increase the suitability of the Property as a place on or from which to enjoy nature and natural beauty

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- 4.1.5 to buy, take on lease or in exchange, hire or otherwise acquire any Other Property and to maintain and equip it for use;
- 4.1.6 subject to the provisions of clause 4.3 to dispose of the Property only where the same can no longer be used to fulfil the objects of the Charity
- 4.1.7 subject to any consents required by law to sell, lease or otherwise dispose of all or any part of the Other Property comprised in the trust fund
- 4.1.8 subject to any consents required by law, to borrow money and to charge the whole or any part of the Other Property but not (for the avoidance of doubt) the Property or any part thereof with repayment of the money so borrowed
- 4.1.9 to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects or of similar charitable purposes and to exchange information and advice with them
- 4.1.10 to establish or support any charitable trusts, associations or institutions formed for the objects or any of them
- 4.1.11 to appoint and constitute such advisory committees as the Trustees may think fit
- 4.1.12 to employ such staff (who shall not be Trustees) as are necessary for the proper pursuit of the objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants
- 4.1.13 Subject to clause 5 to permit any investments comprised in the trust fund to be held in the name of any clearing bank, any trust corporation any stockbroking company which is a member of the Stock Exchange (or any subsidiary of such a stockbroking company) or any solicitor or nominee company controlled by a solicitor as nominee for the Trustees and to pay any such nominee reasonable and proper remuneration for acting as such
- 4.1.14 to delegate to any one or more of the Trustees the transaction of any business or the performance of any act required to be

transacted or performed in the execution of the trusts of the Charity and which is within the professional or business competence of such trustee or Trustees: Provided that the Trustees shall exercise reasonable supervision over any trustee or Trustees acting on their behalf under this provision and shall ensure that all their acts and proceedings are fully and promptly reported to them

4.1.15 to do all such other lawful things as are necessary for the achievement of the objects

4.2 The Trustees shall not at any time lay any surface or create or erect any building or structure on the ~~Property~~ Millennium Green or permit or suffer the same save that subject to any specific requirements or limitations in the Millennium Green Conditions

4.2.1 Any building, facility or artificial surfacing existing on or at the Property at the date of imposition of Millennium Green Conditions may be retained and maintained or altered to fulfil some other purpose consistent with the Objects

4.2.2 A lockable storage building may be constructed for any equipment reasonably needed to maintain the Property

4.2.3 Children's play equipment and any associated surfacing may be provided to complement the opportunities for informal play on the remainder of the Property

4.2.4 One or more special features (which may include bandstands and like constructions but not buildings) may be provided on the Property to mark the arrival of the new Millennium

4.2.5 Surfaced paths as the Trustees consider appropriate may be provided

4.2.6 A small area of informal car parking space for up to [] cars for use by people with mobility problems may be provided

But provided that

4.2.6.1 The total ground area of the Property occupied by any such structures and surfacing, taken together, shall not

exceed [] square metres

- 4.2.6.2 Such planning and other necessary consents as are required to be obtained shall be obtained for and prior to commencement of any such works
- 4.2.6.3 Save for any storage buildings, no part of the Property shall be dedicated for use by one particular group of inhabitants or visitors in such a way as to exclude other inhabitants or visitors from using that part of the land on foot at any time
- 4.2.6.4 Nothing in this clause shall prevent the erection and use of structures or equipment for short events that are open to the whole community provided that the structures and equipment are removed at the end of each such event
- 4.3 If the Trustees decide at any time that the Property is no longer suitable for the purposes set out in clause 3 and that it is necessary or advisable to discontinue the use of the Property in whole or in part for the purposes stated in clause 3 it shall call a meeting of the Inhabitants of which meeting not less than fourteen days notice (stating the terms of the resolution that will be proposed thereat) shall be posted in a conspicuous place or places on the Property and advertised in a newspaper circulating in the Locality and at which meeting the Trustees are (to the extent the same are formulated) to put forward lay out explain and report on the progress of any proposals for the provision of replacement Property and if such decision shall be confirmed by three-quarters (to the nearest whole number) of such inhabitants present and voting at such meeting the Trustees may sell the Property or any part thereof. All monies arising from such sale (after satisfaction of any liabilities properly payable thereout) shall be applied in the purchase of other property approved by the Trustees and to be held upon the trusts for the purposes and subject to the provisions hereinbefore set forth (including this power) and meanwhile such monies shall be invested and any income arising therefrom shall either be accumulated (for such time as may be allowed by law) by investing the same and the resulting income thereof in like manner as an addition to and to be applied as the capital of such investments or shall be used in furthering the purposes specified in this deed

5. Vesting in the Official Custodian for Charities

The Trustees and all persons holding any property of the Charity shall take such steps as may be necessary to vest in the Official Custodian for Charities all freehold and leasehold lands and other property at any time belonging to the Charity

6. Appointment of Trustees

- 6.1 Subject to the provisions of clause 8 the first Trustees shall hold office for the following periods respectively:

Name of Trustee

[C. A. BARTON]

[R. WAGGIST]

Term of office

4 YEARS

- 6.2 The Trustees for the time being shall at least once in each year and otherwise as may be appropriate consider what number of trustees is the optimum and what numbers of general Trustees and nominated Trustees are to comprise that optimum number and will thereupon take all steps as are lawful and appropriate to achieve such optimum with such composition

- 6.3 Every general trustee shall be appointed for a term of four years by a resolution of the Trustees passed at a special meeting called under clause 14. If a general trustee is to be appointed to replace a general trustee who is leaving office he or she may be appointed not more than three months before the other general trustee leaves office but shall not take office until the other general trustee has left office. In such a case the retiring general trustee shall not be entitled to vote in favour of his or her own appointment. Where a general trustee is or is to be appointed to replace a general trustee who is leaving or has left office before the expiry of his term of appointment that newly appointed trustee shall (subject to the provisions of this deed) hold office only until the expiry of the term of appointment of the trustee whom he replaces

- 6.4 In selecting persons to be appointed as general Trustees, the Trustees shall take into account the benefits of appointing a person who through residence, occupation, employment or otherwise has special knowledge of the Locality or who is otherwise able by virtue of his or her personal or professional qualifications to make a contribution to the pursuit of the objects or the management of the Charity

- 6.5 If for any reason general Trustees cannot be appointed in accordance with the foregoing provisions, the statutory power of appointing new or additional Trustees shall be exercisable

7. Appointment of nominated Trustees

- 7.1 One nominated trustee may be appointed [insert names of relevant local bodies] and/or by any body or authority selected or chosen to nominate trustees pursuant to clause 6.2

Each appointment shall be made for a term of four years at a meeting convened and held according to the ordinary practice of the appointing body. The chairman of the meeting shall cause the name of each person appointed to be notified forthwith to the Trustees. The person appointed may be, but need not be, a member of the appointing body

- 7.2 If any appointing body does not exercise its power of appointment within one year of it first being granted or a nominated trustee appointed by it ceasing to be a trustee then the power of such body or authority to appoint a nominated trustee shall cease

- 7.3 If for any reason Trustees cannot be appointed in accordance with the foregoing provisions, the statutory power of appointing new or additional Trustees shall be exercisable

8. Eligibility for Trusteeship

- 8.1 No person shall be appointed as a trustee:

8.1.1 unless he or she has attained the age of eighteen years; or

8.1.2 in circumstances such that, had he or she already been a trustee he or she would have been disqualified from office under the provisions of the following clause

- 8.2 No person shall be entitled to act as a trustee whether on a first or on any subsequent entry into office until after signing in the minute book of the Trustees a declaration of acceptance and willingness to act in the trusts of the Charity

9. Determination of Trusteeship

A trustee shall cease to hold office if he or she:

- 9.1 is disqualified from acting as a trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision)

- 9.2 becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs

- 9.3 is absent without the permission of the Trustees from

three consecutive meetings and the Trustees resolve that his or her office be vacated; or

9.4 notifies to the Trustees a wish to resign (but only if at least two Trustees will remain in office when the notice of resignation is to take effect)

10. Vacancies

10.1 If a vacancy occurs the Trustees shall note the fact in their minute book at their next meeting. Any eligible trustee may be re-appointed

10.2 So long as there shall be fewer than two Trustees none of the powers or discretions hereby or by law vested in the Trustees shall be exercisable except for the purpose of appointing a new Trustee or Trustees save where clause 10.3 applies

10.3 A nominated trustee appointed by [relevant local authority] may alone assume all the powers duties and discretions of the Trustees for the period between two Annual General Meetings held pursuant to clause 22 if:

10.3.1 no other trustees are appointed for that period; and

10.3.2 a simple majority of persons attending the first of the two Annual General Meetings approves

11. Ordinary meetings

The Trustees shall hold at least two ordinary meetings in each year

12. Calling meetings

The first meeting of the Trustees shall be called by [] or if no meeting has been called within three months after the date of this deed by any two of the Trustees. Subsequent meetings shall be arranged by the Trustees at their meetings or may be called at any time by the chairman or any two Trustees upon not less than 21 days' notice being given to the other Trustees

13. Chairman

The Trustees at their first ordinary meeting in each year shall elect one of their number to be chairman of their meetings until the commencement of the first ordinary meeting in the following year. The chairman shall always be eligible for re-election. If the chairman is not present within ten minutes after the time appointed for holding a meeting or there is no chairman the Trustees present shall

choose one of their number to be chairman of the meeting

14. Special meetings

A special meeting may be called at any time by the chairman or any two Trustees upon not less than seven days' notice being given to the other Trustees of the matters to be discussed, but if the matters include an appointment of a trustee or a proposal to amend any of the trusts of this deed then upon not less than twenty-one days' notice being so given. A special meeting may be called to take place immediately after or before an ordinary meeting

15. Quorum

There shall be a quorum when at least one-third of the number of Trustees for the time being or two Trustees, whichever is the greater, are present at a meeting

16. Voting

Every matter shall be determined by a majority of votes of the Trustees present and voting on the question. The chairman of the meeting shall have a casting vote whether he or she has or has not voted previously on the same question but no trustee in any other circumstances shall give more than one vote

17. Minutes

The Trustees shall keep minutes, in books kept for the purpose, of the proceedings at their meetings and shall promptly publish the same after approval in such a manner as could reasonably be considered appropriate to inform any relevant inhabitant of the minutes of all its meetings (save where the same extend to matters of commercial sensitivity or confidentiality) and a summary of the financial position of the Trust as presented (if presented) to any such meeting

18. Accounts

The Trustees shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to :

18.1 the keeping of accounting records for the Charity

18.2 the preparation of annual statements of account for the Charity

18.3 the auditing or independent examination of the statements of account of the Charity; and

18.4 the transmission of the statements of account of the Charity to the Commissioners

19. Annual report

The Trustees shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmissions to the Commissioners

20. Annual return

The Trustees shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Commissioners

21. Consultation

21.1 The Trustees may appoint and if appointed maintain in being in such manner as they consider to be proper a group of interested Inhabitants to advise the Trustees on the continued care maintenance and use of the ~~Millennium Green~~ *Millennium Green*

21.2 When (for whatever reason) the only Trustees are Nominated Trustees such Trustees must in the performance of their duties:

21.2.1 consult with any group appointed under 21.1 or if no such group is appointed

21.2.2 use all reasonable endeavours to ascertain the views of Inhabitants or representatives of Inhabitants in respect of such performance; and

21.2.3 use all reasonable endeavours to locate and appoint appropriate general trustees reviewing the position at least at each Annual General Meeting

22. Annual general meeting

22.1 There shall be an annual general meeting in connection with the Charity which shall be held in the month of [*October*] in each year or as soon as practicable thereafter. The meeting shall be convened to seek the views and opinions of inhabitants on the use and enjoyment of the Property and the appointment of Trustees

22.2 All Inhabitants shall be entitled to attend the annual general meeting

22.3 The first and any subsequent annual general meeting after the date of this deed shall be convened by the

Chairman or (in default) by any two Trustees. Public notices of every annual general meeting shall be given in the area of benefit at least fourteen days before the date thereof by affixing a notice to some conspicuous place or places at the Property and advertised in a newspaper circulating in the Locality

22.4 The Chairman of an annual general meeting shall be the Chairman for the time being of the Trustees. In his absence the vice-chairman (if any) shall take the chair but, if neither is present, the persons present shall, before any other business is transacted, appoint a chairman of the meeting

22.5 The Committee shall present to each annual general meeting the report and accounts of the Charity for the preceding year

22.6 So far as is consistent with their duties and responsibilities the Trustees shall pay due regard to any reasonable expression of opinion or suggestion made at such meeting including (without limitation) any views on how their powers under this deed are being or have been exercised and who should or may be appointed a trustee of the Charity

23. General power to make regulations

Within the limits of this deed the Trustees shall have full power from time to time to make regulations for the management of the Charity and for the conduct of their business, including the calling of meetings, the deposit of money at a bank and the custody of documents

24. Specific power to make regulations

The Trustees shall have power from time to time to make regulations governing the enjoyment and use of the Property providing that such regulations do not detract from the objects of the Trust or from the Statement of Aims in clause 3.2 (subject as qualified in that clause) and do not prevent access on foot to any part of the Property (other than storage buildings or the like) free of charge at any time during daylight hours. The Trustees shall publish or otherwise draw to the attention of Inhabitants in such manner as they see fit all such regulations and any variation or amendment thereto

25. Bank account

Any bank account in which any part of the trust fund is deposited shall be operated by the Trustees and shall be held in the name of the Charity. All cheques and orders for the payment of money from such account shall be signed by at least two Trustees

26. Trustees not to be personally interested

Subject to clause 27.2 no trustee shall acquire any interest in property belonging to the Charity (otherwise than as a trustee for the Charity) or receive remuneration or be interested (otherwise than as a trustee) in any contract entered into by the Trustees

27. Insurance

27.1 The Trustees shall ensure that proper and adequate insurance is effected and maintained in respect of all the property and assets of the Trust and against all usual risks and liability

27.2 The Trustees shall have power to provide indemnity insurance for themselves out of the income of the charity. The insurance shall not extend to (1) any claim arising from any act or omission which (a) the Trustees knew to be a breach of trust or breach of duty; or (b) was committed by the Trustees in reckless disregard of whether it was a breach of trust or breach of duty or not; and (2) the cost of an unsuccessful defence to a criminal prosecution brought against the trustees in their capacity as trustees of the charity

28. Amendment

28.1 The Trustees may amend any of the provisions of this declaration save those mentioned in 28.2 below by deed provided that no amendment may be made:

28.1.1 Without the sanction of a majority of Inhabitants present and voting at an Annual General Meeting convened under clause 22 hereof where notice of such amendment is given in the notice convening the meeting and

28.1.2 which will cause the Charity to cease to be a Charity at law; and

28.1.3 Which would be inconsistent with the aims and objects set out in clause 3 or would permit disposal of or the creation of a charge on the Property other than in accordance with clause 4.3

28.2 The following clauses of this declaration may not be amended:

1; 2; 3; 4.1.8; 4.2; 4.3; 5; 21;
22.1; 22.2; 22.6; 24; 28.

IN WITNESS whereof the trustees have executed this declaration as a deed and delivered it the day and year first before mentioned

[Faint handwritten notes]

Signed by (name of trustee) C.A. BARNON
as a deed in the
presence of

C.A. Barnon

Witness

M. Walter

Full name

MONA WALTER

Address

*6 ST. EDMUND AVE
MOUNTAIN VIEW WOODBURY.*

Occupation

Repeat for all trustees

R. WAGGOTT

R. Waggett

M. Walter

J. STARR

J. Starr

M. Walter

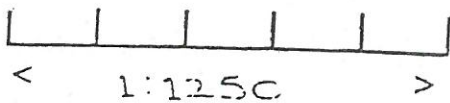
SCHEDULE 1
The Locality

The [town] [parish] [ward] [other] of or known as []
[the current extent of which is] delineated by
a red line on the attached plan

LAND AT: WELBECK ROAD / NEW MILL LANE,
MANSFIELD, NOTTINGHAMSHIRE.



APPROX.
SCALE:



This plan is for Identification Purposes Only,
based upon Ordnance Survey Map with the
permission of the Controller of Her Majesty's
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HEAD OF ECONOMIC DEVELOPMENT
PROPERTY SERVICES
MANSFIELD DISTRICT COUNCIL
CIVIC CENTRE
CHESTERFIELD ROAD SOUTH
MANSFIELD
NOTTINGHAMSHIRE
NG19 7BH

DATED

26th SEPTEMBER

2002

MANSFIELD DISTRICT COUNCIL

to

MANSFIELD WOODHOUSE
MILLENNIUM GREEN TRUST

LEASE

Land on the south side of
Welbeck Road, Mansfield Woodhouse.

J. R. Burton B.A. Solicitor,
Head of Legal and Administration,
Mansfield District Council
Civic Centre
Chesterfield Road South
Mansfield
Notts. NG19 7BH

j:/legal/system/wr8/df/kg(090702)